

RESOLUTION NO. 2014-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH
AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE
SURF CITY LIFEGUARD EMPLOYEES' ASSOCIATION (SCLEA), BY ADOPTING THE SIDE
LETTER OF AGREEMENT**

WHEREAS, on July 1, 2007, the City Council of the City of Huntington Beach adopted Resolution No. 2007-40 for the purpose of adopting the Memorandum of Understanding (MOU) between the City and the Surf City Lifeguard Employees' Association (SCLEA); and Resolution No. 2012-60 adopted September 17, 2012 and Resolution No. 2012-81 adopted November 19, 2012, extending the term of the MOU.

Subsequent to the adoption of the MOU, and its extensions, the City of Huntington Beach and SCLEA agreed to changes, corrections, and clarifications to the MOU that are reflected in a Side Letter of Agreement between the City of Huntington Beach and SCLEA ("Side Letter Agreement") attached hereto as **Exhibit A** and incorporated herein by this reference.


NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Huntington Beach as follows:

- Section 1. The Side Letter Agreement attached hereto as **Exhibit A** is approved and adopted.
- Section 2. The Side Letter Agreement amends the MOU between the City of Huntington Beach and SCLEA.

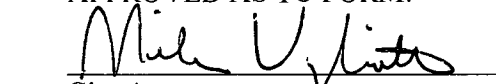
PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 7th day of July, 2014.


Mayor


REVIEWED AND APPROVED:


City Manager

APPROVED AS TO FORM:


City Attorney

INITIATED AND APPROVED:


Director of Human Resources

City of Huntington Beach
SIDE LETTER AGREEMENT

Representatives of the Surf City Lifeguard Employees' Association ("SCLEA") and the City of Huntington Beach ("City") hereby agree to the following terms related to the SCLEA MOU with respect to the following:

ARTICLE I – Term of MOU

The Memorandum of Understanding (MOU) effective 01/01/07 – 09/30/08 and extended through 06/30/13 by the adoption of Resolutions 2012-60 and 2012-81; shall be extended for the period of 07/01/13–06/30/14.

ARTICLE IV – Uniform Allowance

E. Reporting of Uniforms

For each CalPERS employee, the City will report to the California Public Employees' Retirement System (CalPERS), the average annual cost of uniforms provided as special compensation in accordance with Title 2, California Code of Regulations, Section 571(a)(5). The average annual cost of uniforms provided shall include uniforms issued and article replacements during a payroll calendar year. Reporting shall not include personal protective equipment, unless otherwise permitted in accordance with CalPERS law.

- a) This section shall not apply to members of this unit who are designated by CalPERS as "new members" in accordance with GC Section 7522.04 (f) and whose "Pensionable Compensation" is subject to the provisions of GC Section 7522.34.

Article VII – Annual Physical and Technical Testing

- a) City will continue to provide annual physical and technical testing of "Recurrent Ocean Lifeguards"
- b) City to provide annual skin cancer screening examinations to all unit employees to be conducted by a facility selected by the City at Lifeguard HQ or Junior Guard HQ. Unit employees who are screened off duty will be paid one (1) hour of compensation at the employee's base hourly rate of pay.

Article XI – Special Pay

A. EMT

- 1. Employees who maintain certification as Emergency Medical Technicians ("EMTs") according to State of California regulations and Orange County EMT policy in the classifications of Ocean Lifeguard I, Junior Guard Instructor I, Junior Guard Instructor II, Junior Lifeguard Program Coordinator I and Junior Lifeguard Program Coordinator II, shall receive an additional five percent (5%) per hour above their base hourly rate of pay. It is the employee's responsibility to maintain their EMT certification and to have a current EMT Certification on file. This provision shall become effective June 30, 2014.
- 2. Employees in the classifications of Ocean Lifeguard II and Ocean Lifeguard III shall not be eligible for EMT special pay. Employees in these classifications shall be paid their base hourly rate for the 24 hours of required bi-annual re-certification. The hours paid/worked during the bi-annual EMT re-certification course shall not count towards satisfying the minimum hour requirement for reserve status. This provision shall be effective for all recertification completed on or after May 1, 2014.

Article XIII – Miscellaneous

C. Grievance Procedure

For the purpose of this procedure, a grievance is specifically defined as a dispute concerning the interpretation or application of any provision of the Memorandum of Understanding or any departmental rule governing personnel practices or working conditions. The grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless otherwise provided herein:

- Step 1. If a SCLEA employee believes that he/she has a grievance, as defined in B above, he or she may request a meeting with his/her immediate Marine Safety Lieutenant within ten (10) calendar days after the employee becomes aware or reasonably should have become aware of the subject matter of the grievance. The Marine Safety Lieutenant, within five (5) calendar days of such request, shall meet with the employee when so requested and discuss the grievance in an effort to clarify the issue and work toward a cooperative settlement or resolution of the dispute. The Marine Safety Lieutenant shall present, verbally and in writing, the decision to the employee within five (5) calendar days from the time of the informal discussion.
- Step 2. If the grievance is not settled under Step 1, the grievance may be presented to the Marine Safety Chief. The grievance shall be submitted within five (5) calendar days after receipt of the written decision from Step 1. Within five (5) days after receipt of the written grievance, the Marine Safety Chief shall meet with the employee and his/her immediate supervisor, if any. Within five (5) calendar days thereafter, a written decision shall be given to the employee from the Marine Safety Chief.
- Step 3. If the grievance is not settled under Step 2, the grievance may be presented to the Department Director/Fire Chief or designee. The grievance shall be submitted within five (5) calendar days after receipt of the written decision from Step 2. Within five (5) days after receipt of the written grievance, the Department Director/Fire Chief or designee shall meet with the employee and his/her immediate supervisor, if any. Within five (5) calendar days thereafter, a written decision shall be given to the employee from the Department Director/Fire Chief or designee. The decision by the Department Director/Fire Chief or designee shall be considered final and shall end the grievance procedure.

In the event the grievant does not comply with the time limits imposed by this Article, the decision is deemed final and the grievance process shall end.

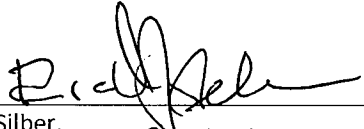
Side-Letter Implementation

The parties agree that this side-letter agreement and the implementation thereof will not be subject to Personnel Rule 19 – Grievance Procedure/Non-Disciplinary Matters nor Article XIV-Miscellaneous (A) – Grievance Arbitration, or otherwise appealed either administratively or in a court of competent jurisdiction.

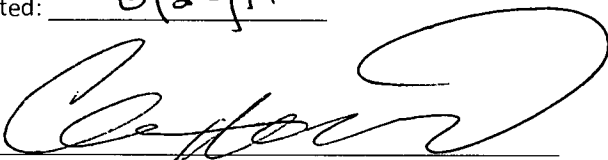
IN WITNESS WHEREOF, the parties have caused this SIDE LETTER AGREEMENT to be executed by and through their authorized officers on JULY 07, 2014.

Huntington Beach
Surf City Lifeguards Employees' Association


City of Huntington Beach


Richard J. Silber,
SCLEA Representative *Senl. Counsel*

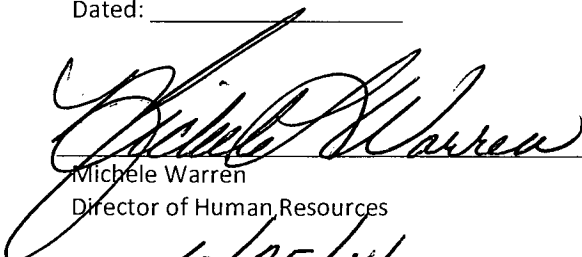
Dated: 6/28/14


Chris Hubbard
SCLEA President

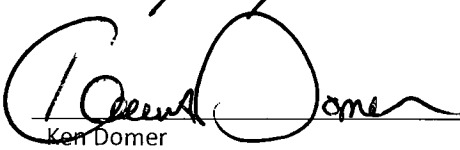
Dated: 6-28-14


Fred A. Wilson
City Manager

Dated: _____


Michele Warren
Director of Human Resources

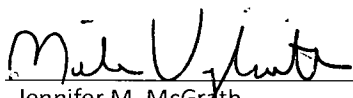
Dated: 6/25/14


Ken Domer
Assistant City Manager

Dated: 6-25-14

APPROVED AS TO FORM:

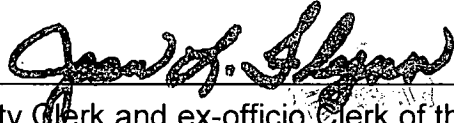
For


Jennifer M. McGrath
City Attorney
Dated: _____

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss:
CITY OF HUNTINGTON BEACH)

I, JOAN L. FLYNN the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at a **Regular** meeting thereof held on **July 7, 2014** by the following vote:

AYES: Katapodis, Hardy, Shaw, Boardman, Sullivan, Carchio
NOES: Harper
ABSENT: None
ABSTAIN: None



City Clerk and ex-officio Clerk of the
City Council of the City of
Huntington Beach, California